

JEAN ANN HARPER

Plaintiff

vs.

EARLE RAYMOND HARPER

Defendant

\* \* \* \* \*

**JUDGMENT OF ABSOLUTE DIVORCE**

UPON consideration of the Report and Recommendation of Master filed in this case, and all other proceedings of record which were read and considered by the Court, it is this 29<sup>th</sup> day of August, 1991, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, Jean Ann Harper, be and is hereby granted Judgment of Absolute Divorce from the Defendant, Earle Raymond Harper; and it is further

ORDERED that the care, custody and control of one of the parties' minor children, namely Earle Robert Harper, born December 27, 1974, be and the same is hereby granted unto the Defendant, Earle Raymond Harper, subject to the right of reasonable visitation on the part of the Plaintiff, Jean Ann Harper; and it is further

ORDERED that the care, custody and control of one of the parties' minor children, namely Christina Ann Harper, born November 30, 1977, be and the same is hereby granted unto the Plaintiff, Jean Ann Harper, subject to the right of reasonable visitation on the part of the Defendant, Earle Raymond Harper; and it is further

Third August 21, 1991

ORDERED that both parties shall be charged generally for the care and support of the parties' elder child, namely Earle Robert Harper; and it is further

ORDERED that the Defendant shall pay unto the Plaintiff as child support for the care and support of the parties' youngest child, namely Christina Ann Harper, the sum of Fifty Dollars (\$50.00) per week in accordance with the Marital Settlement Agreement between the parties, all subject to further Order of this Court; and it is further

ORDERED:

(1) If the Defendant accumulates support payment arrears amount to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that both parties be and are hereby denied alimony; and it is further

ORDERED that the pertinent parts of the Marital Settlement Agreement dated July 8, 1991, be and the same are hereby incorporated but not merged into this Judgment of Absolute Divorce; and it is further

ORDERED that the Counter-Complaint filed in this case be  
and the same is hereby dismissed; and it is further

ORDERED that the Plaintiff pay the costs of these pro-  
ceedings.

  
J U D G E

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, made this 8/4 day of July, Nineteen Hundred and Ninety-one, by and between EARLE RAYMOND HARPER, whose present mailing address is 900 Otterdale Mill Road, Taneytown, Maryland 21787, hereinafter called "Husband", and JEAN ANN HARPER, whose present mailing address is 110 Stem Road, Union Bridge, Maryland 21791, hereinafter called "Wife".

R E C I T A T I O N S:

The parties hereto are Husband and Wife, having been duly married by religious ceremony in Carroll County, State of Maryland, on the 3rd day of November, 1973.

The parties have lived separate and apart since June 26, 1988.

The parties desire to formalize their agreement with regard to custody of the minor children, support of the minor children, the termination of joint ownership of property, the cessation of marital rights, and the liabilities and obligations of each, as well as all other matters arising out of the marital relationship between them.

LIVING SEPARATE AND APART

(1) The parties, and each of them, acknowledge that they have not lived together since June 26, 1988, and that since that date they have not cohabited, or spent a night under the same roof together; and that there is no hope or expectation that they will reconcile their marriage.

Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other, or to have any marital relations with the other, or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony, insofar as the law allows. Neither party shall come to the home of the other without first having given notice of his or her pending arrival. Each party shall keep the other advised of how he or she may be contacted in the event of an emergency.





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INDEPENDENT COUNSEL

(2) Each party independently acknowledges that he or she has freely and voluntarily entered into this Agreement. Each has had independent legal advice concerning this Marital Settlement Agreement prior to the execution hereof, or has been afforded ample opportunity to acquire independent legal advice prior to the execution hereof.

KNOWLEDGE OF ASSETS

(3) Each party independently acknowledges that he or she has full knowledge of the extent, value and character of the property and estate owned by them separately and jointly, and of their respective incomes, obligations and liabilities. Each party covenants that he or she has fully, fairly, and completely disclosed to the other his or her assets, finances, and liabilities prior to the execution hereof.

NON-WAIVER OF RIGHTS

(4) Nothing contained in this Marital Settlement Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being herein expressly reserved.

CARE AND CUSTODY OF  
MINOR CHILDREN

(5) The minor son of the parties, EARLE ROBERT HARPER (12-12-74), shall be in the care and custody of Earle Raymond Harper. The minor daughter of the parties, CHRISTINA ANN HARPER (11-20-77) shall be in the care and custody of Jean Ann Harper. Each party agrees that the custodial parent shall be the guardian of the person and property of the minor child in his or her care and custody.

SUPPORT OF MINOR CHILDREN

(6) The Husband shall pay unto the Wife the sum of Fifty Dollars (\$50.00), per week for the support of the minor daughter. Said payments shall permanently cease upon said child (a) attaining the age of Eighteen (18) years, (b) marrying, (c) becoming emancipated, (d) becoming self-supporting, (e) entering the armed services, or (f) dying, whichever shall first occur.

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MINOR CHILDREN'S MEDICAL EXPENSES

(7) To the extent that either parent has health care insurance, he or she shall include the minor children of the parties under the coverage provided to the extent possible.

VISITATION

(8) Each parent shall be afforded liberal rights of visitation with the children and of visitation by the children with each parent, all of which shall be reasonable as to times and circumstances.

WAIVER OF ALIMONY

(9) Contemporaneously with and by the execution hereof, and in consideration of the premises, Wife does hereby release and discharge Husband from any and all obligations of further support for herself, it being her express intention to waive, release and surrender any present or future claim she may have against the Husband for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim she may have or acquire against the husband.

Contemporaneously with and by the execution hereof, and in consideration of the premises, Husband does hereby release and discharge Wife from any and all obligations of further support for himself, it being his express intention to waive, release and surrender any present or future claim he may have against the Wife for alimony, support and maintenance, medical expenses, counsel fees now or hereafter existing, or any other claim he may have or acquire against the Wife.

PERSONAL PROPERTY  
AND HOUSEHOLD GOODS

(10) Each party shall retain as his or her sole possession, free of all claims by, through or on behalf of the other, the tangible personal property in his or her possession, PROVIDED, HOWEVER, that the following property, while currently in the possession of the Husband, shall be the property of Wife: piano, set of five knives in a butcher block, one clothes tree, the calculator, popcorn popper, exercise bike, can opener, dust buster, roasting pan. Wife shall be entitled to recover said items on an appointed date without interference from Husband, and Husband will restrain the parties' son from interference with Wife's peaceful removal of said property. Said property

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shall be surrendered by Husband in working, undamaged condition.

FARM EQUIPMENT AND LIVESTOCK

(11) In consideration of the payment in settlement of marital rights hereinafter set forth, Wife does hereby assign, transfer and set over to Husband, all of her right, title and interest in and to all of the farm machinery, farm implements, vehicles, tools, fixtures, livestock, poultry, crops, hay, straw, or other emblements owned by Husband, Wife, or jointly, located on the farm of the parties situated at 900 Otterdale Mill Road, Taneytown, Maryland 21787.

REAL ESTATE

(12) The parties own, as tenants by the entireties, 61+ acres situate, lying and being off Otterdale Mill Road in Carroll County, Maryland, being more fully described among the Land Records of Carroll County in Liber No. 650, folio 20, etc. In consideration of the payment in settlement of marital rights hereinafter set forth, Wife will, upon payment of said sum, execute a Deed conveying all of her right, title and interest in and to said real estate unto Husband. Husband shall bear all costs of transfer.

INDEMNIFICATION

(13) In consideration of the transfer and conveyance of the personal property enumerated in the Farm Equipment and Livestock paragraph above, and the real estate designated in the Real Estate paragraph above, Husband agrees to indemnify and hold Wife harmless from any liability arising out of the operation of the farm by Husband and Wife prior to June 26, 1988, or from the operation of the farm by Husband since June 26, 1988, including but not restricted to, income tax liability, mortgages, judgments, liens, security agreements, notes, lines of credit, open accounts, retail accounts, retail installment sales accounts, etc.

CHECKING ACCOUNTS, SAVINGS ACCOUNTS  
SAVINGS BONDS, CERTIFICATES OF DEPOSIT  
STOCKS, AND OTHER MONETARY ASSETS

(14) All checking accounts, savings accounts, savings bonds, certificates of deposit, stock, and other monetary assets have been heretofore divided by the parties to their mutual satisfaction. Each assigns all of their right, title and



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interest into such of these items as the other now has in their name and possession.

MONETARY MARITAL SETTLEMENT

(15) In consideration for the transfers, assignments and conveyances set out above, and in the further consideration for the waivers, releases, surrender and assignments set out below, Husband does agree to pay Wife, ninety (90) days from the date hereof, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). In consideration of the payment to Wife by Husband, within ninety (90) days from the date hereof, Wife agrees to make the transfers, assigns and waivers set out above, and to waive, release, surrender and assign those rights and interests set out below.

DEBTS

(16) Husband and Wife covenant and agree with the other that they will not at any time contract in their own name, or in the name of the other, any debt or debts, charges or liabilities for which the other or his or her estate shall, or may be, or become liable or answerable, and they hereby release and forever discharge the other from all debts, claims or liabilities which they have heretofore or which they hereafter contract or incur in their own name or in the name of the other for their respective use and benefit. They further covenant and agree that they and their personal representatives will at all times hereafter keep the other, their heirs and personal representatives indemnified from all debts or liabilities heretofore or hereafter contracted or incurred by them and from all actions, proceedings, claims, demands, acts and expenses whatsoever in respect thereto, except as to the understandings, agreements and obligations of each of them as is by this Agreement more fully provided and set forth.

WAIVER OF RIGHTS

(17) Except for the right, which each of the parties hereby respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action which either of them may

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have against the other, whether arising out of the marriage or otherwise, including, but not limited to, any claim arising under Maryland Annotated Code, Family Law Article, Title 8, Subtitle 2, any amendments thereto, and any claim against the other or against his or her property by virtue of any future change or any law of this State subsequent to the execution of this Agreement concerning marital rights or property rights whether said change results from legislative enactment or judicial pronouncement, and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs, personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right, title, claim or interest, direct or indirect, including any rights of dower, statutory thirds, halves or legal shares and widow's or widower's rights of dower, or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death, or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

#### LEGAL FEES AND COURT COSTS

(18) Husband and Wife covenant and agree that each shall pay his or her own attorney's fees and Court costs arising out of this Marital Settlement Agreement and any subsequent divorce action should one of the parties later bring a Bill of Complaint for divorce against the other.

#### INCORPORATION OF AGREEMENT

(19) With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any Decree of absolute divorce which may be passed by said Court. In the event the Court shall fail or decline to incorporate this Agreement, or any provision thereof, in said Decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all provisions hereof.

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Said parties hereto and each of them will, upon request, execute such further and other assurances hereof as may be necessary to carry out the purposes of this Agreement or any provisions hereof.

POWER OF ATTORNEY

(20) In order to effectuate the covenants and agreements of the parties hereto, as hereinbefore set forth, (but for no other purposes) each of the parties do hereby irrevocably constitute and appoint the other to be his or her true, sufficient and lawful attorney, for him or her, and in his or her name, place and stead, to execute, acknowledge and deliver, according to law, such further assurances as may at any time or times be necessary or advisable to effectuate the carrying out of the covenants and agreements herein set forth with respect to the transfer of the real and tangible personal property herein described.

ALTERATIONS, CHANGES, CANCELLATIONS, ETC.

(21) It is intended that none of the provisions of this Agreement shall in any way be altered, changed, cancelled, abrogated or annulled by the cohabitation or reconciliation of the parties hereto, and that any such alteration, change, cancellation, abrogation, or annulment shall only take place after reduced to writing, signed, sealed, witnessed and acknowledged by the parties hereto. The amendment or deletion or any part of this Agreement by the parties shall not affect the remaining terms and provisions hereof.

No Court shall amend, change or alter any provisions herein with respect to the division of property of the parties, or with respect to any provision pertaining to support and maintenance of Husband or Wife.

ENTIRE AGREEMENT

(22) This Agreement contains the final and entire understanding of the parties. There are no representations, terms, conditions, statements, warranties, promises, covenants or understandings, oral or written, other than those expressly set forth herein.

INTERPRETATION



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(23) This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

VOLUNTARY EXECUTION

(24) The parties hereto declare that they fully understand all of the terms and provisions of this Agreement; that each has been advised of his or her legal rights and liabilities; and that each signs this Agreement freely and voluntarily, intending thereby that this Agreement shall benefit and be binding upon the parties hereto, and their respective personal representatives, heirs, legatees, devisees, distributees and assigns, and all persons claiming by or through them or any of them.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of July, Nineteen Hundred and Ninety-one.

Sandra B. Haines  
WITNESS

Earle Raymond Harper (SEAL)  
EARLE RAYMOND HARPER

[Signature]  
WITNESS

Jean Ann Harper (SEAL)  
JEAN ANN HARPER

STATE OF MARYLAND, COUNTY OF Carroll ~~MARYLAND~~, to wit:

I HEREBY CERTIFY that on this 3rd day of July, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EARLE RAYMOND HARPER, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



Deanna Lynn Lemasson  
Notary Public-Commission expires June 1, 1993

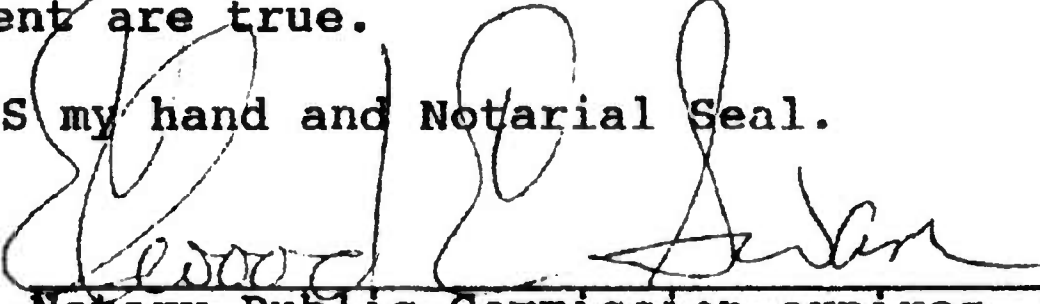
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STATE OF MARYLAND, COUNTY OF CARROLL, to wit:

I HEREBY CERTIFY that on this 8<sup>th</sup> day of JULY, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JEAN ANN HARPER, and made oath in due form of law, under penalty of perjury, that the matters and facts contained in the foregoing Marital Settlement Agreement are true.

AS WITNESS my hand and Notarial Seal.



  
Notary Public-Commission expires 2-1-95

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KEITH RAY KYGER	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
SANDRA RUTH BOOKER KYGER	*	CARROLL COUNTY
Defendant	*	CASE NO. CV9608

\* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of the Master filed in these proceedings and all other proceedings of record which were read and considered by the Court, it is therefore this 28<sup>TH</sup> day of August, 1991, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, Keith Ray Kyger, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, Sandra Ruth Booker Kyger; and it is further

ORDERED that the care, custody and control of the minor children of the parties, namely Heather Marie Kyger, born June 23, 1983, and Rebecca Anne Kyger, born October 3, 1985, be and the same is hereby granted jointly unto the Plaintiff and the Defendant herein, with the primary residence of the child in accordance with the Voluntary Separation and Property Settlement Agreement; and it is further

ORDERED that the Plaintiff shall pay unto the Defendant as child support the sum of \$151.67 per month per child for the nine (9) calendar months of September through May of each and every year that the children primarily reside with the Defendant,

*Filed August 28, 1991*

which said child support shall be due and payable on or before the 15th day of each said month; and it is further

ORDERED:

(1) If the Defendant accumulates support payment arrears amount to more than thirty (30) days of support, the Defendant shall be subject to earnings withholding;

(2) The Defendant is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Defendant not receiving notice of proceedings for earnings withholding; and it is further

ORDERED that the pertinent parts of the Voluntary Separation and Property Settlement Agreement between the parties dated June 25, 1990, be and the same are hereby incorporated but not merged into this Judgment of Absolute Divorce; and it is further

ORDERED that the terms of the Consent Order entered by consent of the parties in these proceedings bearing even date herewith be and the same are fully incorporated herein; and it is further

ORDERED that both parties to these proceedings be and are hereby denied alimony by virtue of their expressed waiver thereof; and it is further

ORDERED that the Defendant, Sandra Ruth Booker Kyger, be and is hereby granted leave to resume use of her former name, Sandra Ruth Booker; and it is further.

ORDERED that the Plaintiff pay the costs of these proceedings.

Ruth K. Burns  
J U D G E

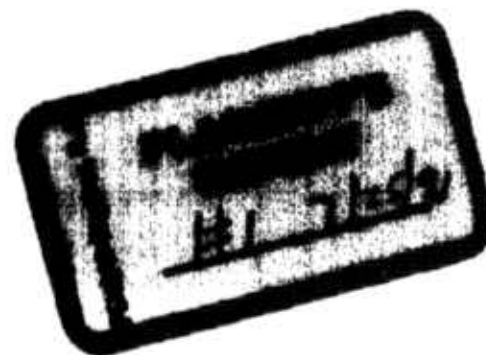
VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 25th day of June, 1990, by and between SANDRA RUTH KYGER ("Wife") and KEITH RAY KYGER ("Husband").

EXPLANATORY STATEMENT

The parties were married by a religious ceremony on May 27, 1978 in Shenandoah, Virginia. Two (2) children were born to them as a result of their marriage, namely, HEATHER MARIE KYGER, born June 23, 1983 and REBECCA ANNE KYGER, born October 3, 1985, hereinafter referred to as "Children" or "Child". Differences have arisen between the parties and they are now, as of the date of this Agreement, living separate and apart from one another, voluntarily and by mutual consent in separate abodes, without cohabitation. It is the mutual desire of the parties in this Agreement to formalize their voluntary separation and to settle all questions of custody of their Children, maintenance and support, alimony, their respective rights in the property or estate of the other, and in property owned by them jointly or as tenants by the entireties and in marital property and all other matters of every kind and character arising from their marital relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants and understandings of each of the parties, the parties hereby covenant and agree as follows, all as of the effective date hereof.





RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND RIGHTS ASSURVIVING SPOUSE

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests

incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising under the Marital Property Act, Maryland Family Law Code Annotated Sub-Section 8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

#### JOINT CUSTODY

The children shall be in the joint custody of the parties, and shall have their primary residence with the Wife during the school year, and with the Husband during the summer months. The parties hereby agree to alternate weekend visitation and alternate holidays. The parties further agree that all significant decisions concerning the children, including but not limited to, their schooling, medical care, religious training and other activities, shall be made by the parties jointly, not by either party to the exclusion of the other. Each party shall take all reasonable steps to foster a positive and constructive

relationship between the children and the other party. Neither party shall do anything which shall or may be detrimental to that relationship. The parties further agree to live within a one hundred (100) mile radius of the marital home, which is located at 1003 Westward Drive, Mt. Airy, Maryland 21771.

#### CHILD SUPPORT

The Husband shall pay directly unto the Wife, for support and maintenance of the minor children, the amount of One Hundred Five Dollars (\$105.00) per week while the children reside with Wife. The Wife shall pay directly unto the Husband, for support and maintenance of the minor children, the amount of One Hundred Five (\$105.00) per week while the children reside with Husband.

#### ALIMONY AND SUPPORT

It is the mutual desire of the parties that hereinafter they shall each maintain and support themselves separately and independently of the other. Accordingly, and in consideration of this Agreement, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanently; and Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanently.

#### PERSONAL PROPERTY

A. Prior to the execution of this Agreement, the parties

have agreed to the division of their personal property. This division is outlined in the Exhibit attached hereto, marked Schedule A. It is understood by both parties, that the Wife shall be entitled to leave her personal property at the marital home until she is able to find a place of her own, without giving up any right or claim to said property.

B. The parties have agreed that the computer shall remain the sole and exclusive property of the Husband, free and clear of any interest of the Wife and that Husband hereby agrees to pay the Master Card, account number, 5418080000052412 and shall indemnify and hold Wife harmless from any and all liability therefor.

C. Within one (1) week of the execution of this Agreement, Husband shall assign to Wife, all of his right, title and interest and to the 1989 Ford Taurus, which is presently in Wife's possession and shall, at Wife's request, sign any documents or papers which may be reasonably necessary to effect a transfer of title. The Husband shall, at the same time, sign a gift certificate form provided by the Motor Vehicle Administration. Wife shall assume all responsibility for payment of the debt against said automobile with Citizens Bank and Trust Company of Maryland, and shall indemnify and hold Husband harmless from any and all liability therefor. Husband shall continue to have exclusive right to drive the Fiat Spider and Nissan Truck, which are presently in his possession. Wife shall, at Husband's request, assign all right, title and

interest in and to said automobiles, and shall at Husband's request, sign any documents or papers which may be reasonably necessary to effectuate transfer of title. Wife shall, at the same time, sign the gift certificate form provided by the Motor Vehicle Administration.

D. The parties have agreed that the Equitable Savings Bank savings account, number 06-19-2458, which has a current balance of Seven Thousand Two Hundred Eighty-One Dollars and Sixty-Three Cents (\$7,281.63), shall be divided as follows:

i. Two Thousand Six Hundred Dollars (\$2,600.00) shall be paid to Margaret Booker; and

ii. The remaining balance shall be divided equally between the parties at this time.

E. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, securities, savings accounts, checking accounts, certificates of deposit, money market funds, pension, profit sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her name, free and clear of any interest of the other.

#### MARITAL HOME

The parties own, as tenants by the entirety, an improved premises in Carroll County, known as 1003 Westward Drive, Mt. Airy, Maryland 21771. (Hereinafter referred to as "Home"). The Home is subject to the lien of mortgage. The parties have



agreed that the Husband shall continue to occupy the Home for a period of one (1) year, at which time, he shall deliver unto the Wife Twenty-Five Thousand Dollars (\$25,000.00) to buy out her interest in the Home. At which time, the Wife agrees to execute all documents necessary to transfer the Home to her Husband. During this year, the Husband agrees to pay the mortgage payment and he shall indemnify and hold Wife harmless from any and all liability therefor.

If Husband is unable to pay the Twenty-Five Thousand Dollars (\$25,000.00) to his Wife at the end of one (1) year, for any reason, both parties hereby agree to promptly list the Home with Long and Foster and they hereby agree to execute all documents necessary to sell this property and to equally divide the proceeds of this sale after the Husband receives credit for Fifteen Thousand Five Hundred Dollars (\$15,500.00) and one-half contribution by Wife for his payments made on the mortgage, home insurance, taxes and any major repair to the Home.

#### DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations incurred or



contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

#### INCOME TAX RETURNS

The parties shall file joint Federal and State Income Tax Returns for the calendar year 1990. The parties hereby agree to equally divide the tax refunds received that year. That after 1990, the parties may, by their choice, file jointly or separately and it is hereby agreed that each parent shall be entitled to claim one (1) child as a deduction on any future tax returns filed.

#### MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights or demands whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless

from any liability for any obligation incurred by him or her.

RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

MISCELLANEOUS

A. Each of the parties agree to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs, personal representatives and assigns, release all claims, demands and interests arising under the Marital Property Act, Maryland Family Law Code Annotated Sub-Section 8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but

not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Each party was represented, or fully informed of the right to be represented, by independent counsel of his or her own selection in the negotiation and execution of this Agreement. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted

for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

P.B. Olsen

Sandra Ruth Kyger (SEAL)  
SANDRA RUTH KYGER

P.B. Olsen

Keith Ray Kyger (SEAL)  
KEITH RAY KYGER



STATE OF MARYLAND; CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25<sup>th</sup> day of June, 1990, the above-named SANDRA RUTH KYGER, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Melinda D. Regert  
Notary Public

My Commission Expires:

4/24/94



STATE OF MARYLAND; CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of June, 1990, the above-named KEITH RAY KYGER, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

Melinda D. Regert  
Notary Public

My Commission Expires:

4/24/90



/mdr

SCHEDULE A  
Division of Personal Property

Keith

Truck  
Master Bedroom Set  
Dining Room Set  
Walnut Table  
Stereo  
Scuba Gear  
Victrola  
50% of China and Silver  
Limited Edition Xmas Plates  
Tools  
50% Kitchen Appliances  
Washer  
Camping Gear  
Kerosene  
Refrigerator  
Recliner  
Lawn Mower

Sandy

1989 Ford Taurus & Payment  
Guest Bedroom Set  
Kitchen Table  
Living Room Set  
Chest & Swing Table  
First TV Unit  
Sewing Machine  
50% China & Silver  
50% Kitchen Appliances  
Microwave and Stand  
Dryer  
China Closet  
Grill

MARIA E. MEILLER : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 DR. MORRIS MEILLER : CARROLL COUNTY  
 Defendant : CASE NO. CV 9697

JUDGMENT OF DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED, this 28<sup>th</sup> day of August, 1991, that the Plaintiff, MARIA E. MEILLER, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, MORRIS MEILLER; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as alimony the sum of \$1,500.00 per month accounting from July 21, 1991 and continuing until the death of either of the parties or the remarriage of the Plaintiff, whichever first occurs; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff the sum of \$2,824.40 within ninety (90) days accounting from June 21, 1991; and

IT IS FURTHER ORDERED, that the Separation Agreement between the parties dated June 21, 1991 and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

*Filed August 28, 1991*

IT IS FURTHER ORDERED, that the Plaintiff be and she is hereby authorized to resume the use of her maiden name, to wit, MARIA E. SANTAELLA; and

IT IS FURTHER ORDERED, that the parties divide equally the costs of this proceeding and the Master's fee.

*Luke K. Bruno.*

JUDGE



MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT was made this 21<sup>st</sup> day of June, 1991, by and between MORRIS MEILLER, M.D., residing in Carroll County, State of Maryland, hereinafter called "Husband" and MARIA E. MEILLER, residing in Carroll County, State of Maryland, hereinafter called "Wife".

The parties were legally married on December 20, 1963, in Arlington, State of Virginia, in accordance with the laws of that State.

That no children were born as a result of the marriage and none is expected.

On June 15, 1990, the parties mutually agreed voluntarily to separate and to live separate and apart in separate places of abode without any cohabitation with the intention of terminating the marriage, and they have continued to do so.

Without waiving any ground for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to formalize their voluntary separation and to adjust and settle all questions pertaining to their respective property rights, spousal support, maintenance and counsel fees, and all other matters growing out of their marital relationship.

THEREFORE, IN CONSIDERATION of the mutual covenants of each of the parties and other good and valuable consideration, they do hereby covenant and agree with each other and for

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06-14-91

Ph #1  
6/14/91

their respective heirs, personal representatives and assigns, as follows:

RESERVATION OF GROUNDS

1.1 Nothing contained in this Agreement shall be construed as a waiver by either of the parties of any ground for divorce which either of them may now or hereafter have against the other, the same being hereby expressly reserved.

TERMS OF SEPARATION

2.1 The parties mutually and voluntarily agree with the intention of terminating the marriage to continue to live separate and apart, in separate places of abode, without any cohabitation, as they have since June 15, 1990.

2.2 Neither of the parties shall interfere with or molest the other, nor endeavor in any way to exercise any marital control or right over the other or to have any marital relations with the other or to exert or demand any right to reside in the home of the other. Each party shall be free to go his or her own respective way as fully and to the same extent as if they had never been joined in matrimony.

SUPPORT AND MAINTENANCE OF SPOUSE

3.1 Husband shall pay directly to Wife, the sum of Fifteen Hundred Dollars (\$1500.00) a month, as alimony, which payments shall account from and the first payment shall be due on the first of the month following the date of this Agreement. The alimony payments shall continue only as long as the parties live separate and apart and shall terminate

upon the first to occur of any one of the following events: the death of Husband or Wife or the remarriage of Wife. Said alimony payments are based upon Husband's 1990 gross income of approximately One Hundred Twenty-five Thousand Dollars (\$125,000.00) and Wife's 1990 gross income of approximately Seventy-Two Hundred Dollars (\$7200.00).

HEALTH AND MEDICAL INSURANCE

4.1 Husband shall keep in force, pay premiums on and keep Wife covered under his present medical and hospitalization insurance so long as they are husband and wife.

REAL PROPERTY

5.1 The parties formerly owned real property known as 6132 Forest Lane, Eldersburg, Maryland. Said property has been sold and the proceeds divided equally to the end that each party received approximately \$33,000.00

LIFE INSURANCE

6.1 Husband shall keep in force and effect and promptly pay the premiums on his employment related life insurance which, at this time, has a face amount of approximately \$85,000.00 Husband agrees to maintain said policy with the State of Maryland by way of an automatic deduction from his earnings. Husband agrees not to reduce the premium paid for said insurance policy from its current level. Husband shall endorse this policy so that Wife shall be the primary beneficiary so long as he is obligated to pay alimony to Wife.

Husband reserves the right to change beneficiaries, pursuant to this Paragraph after his entire obligation to Wife has been fulfilled.

6.2 Husband shall at Wife's request, from time to time, furnish evidence of the Life Insurance Beneficiary Designation made pursuant to this paragraph and that the policy is in force. Should Husband replace said policy, he shall do so in such manner as to provide continuous insurance coverage, having the same beneficiary and not less than the same death benefits.

6.3 Husband shall not transfer, assign, borrow against or otherwise hypothecate, reduce or diminish all of his part or beneficiary's interest in and to said policy.

6.4 In the event that Husband shall leave the employment of the State of Maryland and become employed with another employer, he agrees to replace said insurance to the extent that it is possible to replace the coverage. Husband shall at Wife's request, from time to time furnish evidence of the life insurance beneficiary designation made pursuant to this paragraph and that the policy is in force. Should Husband replace said policy, he will do so in such manner as to provide continuous insurance coverage having the same beneficiary.

PERSONAL PROPERTY/TANGIBLE

7.1 The parties have divided between themselves to their mutual satisfaction their personal effects, household



furniture and furnishings and all other items of tangible personal property which have heretofore been used by them individually or in common, and neither party will make any claim upon any such items which are now in the possession of or control of the other, each party transferring or assigning to the other his or her interest in personal effects, household furniture and furnishings and all other items of tangible personal property taken by the other party.

7.2 The parties shall each retain their own personal belongings and they shall have exclusive right, title and possession of all chattels of any nature or description now in their respective possessions.

PERSONAL PROPERTY/INTANGIBLE

8.1 Husband has certain retirement benefits with the State of Maryland. As of June 30, 1991 said account balance had a value of \$5648.81. In consideration of Wife's waiver of right to share in said benefits, Husband agrees to pay to Wife, within ninety (90) days of the execution of this Agreement, the sum of \$2824.40.

COURT COSTS

9.1 The parties agree to divide equally all Court costs and any Master's fees in connection with any divorce action presently pending or which may be instituted at any time in the future between the parties hereto.

COUNSEL FEES

10.1 Each party agrees to be responsible for his or her own counsel fees and each releases the other from any and all claims or contributions for or toward any legal services rendered to him or her, past, present or future, in connection with this matter or any matter whatsoever except as herein provided.

SETTLEMENT OF DEBTS AND PLEDGE OF CREDIT

11.1 The parties represent unto each other that there are no bills or debts for which the other is responsible. From the date of this Agreement neither party shall pledge the credit of the other nor incur any debt or obligation which may be chargeable to the other except as otherwise provided in this Agreement or by mutual consent of the parties.

MUTUAL RELEASES

12.1 Except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives and assigns, do hereby mutually release, waive, surrender and assign unto the other, his or her heirs, personal representatives and assigns, all claims, demands, accounts and causes of action including any rights or claims which may now or hereafter exist with respect to Subtitle 8-201 and following of the Family Law Article of the Annotated Code of Maryland which either of them may have against the other and they do hereby further mutually release, waive, surrender and assign to the other, his or her heirs,

personal representatives and assigns, all the right, title, interest and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow or next of kin, successor or otherwise, in and to any property, real or personal, that either of said parties may own or may hereafter acquire, or in respect of which either of said parties has or may hereafter have any right (including any rights or claims which may now or hereafter exist with respect to Subtitle 8-201 and following of the Family Law Article of the Annotated Code of Maryland), title, claims or interest, direct or indirect, including any rights of dower, community or marital property, statutory thirds, halves or legal shares and widow's or widower's rights or to participate in any way in the enjoyment or distribution of any of the real or personal estate of which the other may be possessed at the time of his or her death or any right to receive any legal right or interest whatsoever therein, including the right to administer upon the estate of the one so dying.

12.2 Except as other wise provided in this Agreement, each of the parties hereby expressly waives any legal right either may have under and federal or state law as a spouse to participate as a payee or beneficiary under any interest the other may have in any pension plan, profit sharing plan or any other form of retirement or deferred income plan including, but not limited to, the right either of them may have to receive any benefits in the form of a lump sum death benefit,

joint and survivor annuity or preretirement survivor annuity and each of the parties hereby expressly consents to any election made by the other, now or in the future, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit sharing plan or other form of retirement or deferred income plan.

12.3 Wife, at the time of this Agreement, shall execute a form of consent to the beneficiary designation by Husband. Upon demand by Husband, and within 30 days thereof, Wife shall execute her consent to any and all other beneficiary designation form or forms as may be presented to her by Husband in connection with his benefits arising out of his participation in any retirement, pension, profit sharing or other form of retirement or income plan. Further, Wife upon demand of Husband shall within 30 days of such demand, execute a waiver of all of her rights to any qualified joint and survivor annuity in respect to any retirement benefits to which Husband is entitled under any retirement, pension or profit sharing plan or other deferred compensation plan and will consent to any elections made by Husband under any such plan.

#### FURTHER ASSURANCES

13.1 The parties for themselves and their respective heirs, personal representatives and assigns, do mutually agree to join in or execute any instruments and to do any act or



thing that may be necessary or proper to carry into effect any part of this Agreement or to release any right in any property which either of the said parties may now own or hereafter acquire, including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement.

INCORPORATION IN DECREE

14.1 With the approval of any Court of competent jurisdiction in which any divorce proceeding may now be pending or which may hereafter be instituted, this Agreement shall be incorporated in any decree of absolute divorce which may be passed by said Court. In the event the court shall fail or decline to incorporate this Agreement or any provision thereof in said decree, then and in that event the parties, for themselves and their respective heirs, personal representatives and assigns, agree that they will nevertheless abide by and carry out all of the provisions thereof. It is further agreed that regardless of whether said Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree, but said Agreement and all the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

INTEGRATION

15.1 This Agreement contains the entire understanding of the parties. There are no representations, warranties,

promises, covenants or understanding other than those expressly set forth herein.

REPRESENTATION BY COUNSEL

16.1 Each of the parties has been fully informed as to the financial and other circumstances of the other. Each has had independent advice by counsel of his or her own selection. They each regard the terms of this Agreement as fair and reasonable and each has signed it freely and voluntarily without relying upon any representations other than those expressly set forth herein.

NON-MODIFIABILITY

17.1 No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

CONCLUSION

18.1 Paragraph captions have been used throughout this Agreement for convenience and reference only and are not intended to and shall not be used in any manner whatsoever in the construction or interpretation of this Agreement or any provisions hereof.

18.2 This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland.

18.4 The effective date of this Agreement shall be the date of execution of same.

IN WITNESS WHEREOF the parties hereto have set their hands and seals to two (2) counterparts of this Agreement, each of which shall constitute an original this day of 1991.

WITNESSETH:

Margaret A. Baker  
As to Husband

Morris Meiller (SEAL)  
MORRIS MEILLER, M.D.

Elizabeth Ann Farn  
As to Wife

Maria E. Meiller (SEAL)  
MARIA E. MEILLER

STATE OF MARYLAND  
TO WIT:  
Carroll OF County

I HEREBY CERTIFY that on this 1<sup>th</sup> day of June 1991, before me, a Notary Public in and for the State and Carroll County, aforesaid, personally appeared MORRIS MEILLER, M.D., and made oath in due form of law that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be his act.

Andrew M. Haynie (SEAL)  
Notary Public  
My Commission Expires July 18, 1993

STATE OF MARYLAND

County of Baltimore TO WIT:

I HEREBY CERTIFY that on this 21<sup>st</sup> day of June, 1991, before me, a Notary Public in and for the State and , aforesaid, personally appeared MARIA L. MEILLER, and made oath in due form of law that the matters and facts with respect to the voluntary separation set forth in the foregoing Agreement are true and correct as therein stated and acknowledged said Agreement to be her act.

*Elizabeth Ann Fair*  
Notary Public  
My Commission Expires 1/10/95



DEBRA KAY STEWART	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
FRANCIS LEONARD STEWART	*	CARROLL COUNTY
Defendant	*	CASE NO. CV9912

\* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in this case and all other proceedings which were read and considered by the Court, it is therefore, this 28<sup>th</sup> day of August, 1991, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, Debra Kay Stewart, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, Francis Leonard Stewart; and it is further

ORDERED that the care, custody and control of the parties' minor child, namely Jennifer Anne Stewart, born June 10, 1982, be and the same is hereby granted unto the Plaintiff, Debra Kay Stewart, with reasonable rights of visitation on the part of the Defendant, Francis Leonard Stewart; and it is further

ORDERED that the issue of child support for said minor child be and the same is hereby reserved for future determination by the Court on a Petition filed by either party; and it is further

ORDERED that both parties be and are hereby denied alimony; and it is further

*Filed August 28, 1991*



ORDERED that the Plaintiff pay the costs of these proceedings.

*Richard K. Burn*  
J U D G E

JANIS SHARRER	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
BUSS SHARRER	*	CARROLL COUNTY
Defendant	*	Case No. CV 10111

JUDGMENT OF ABSOLUTE DIVORCE

This case standing ready for hearing and having been presented by the parties, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this 28<sup>th</sup> day of August, 1991, that the Plaintiff, JANIS ANN SHARRER, be and she is hereby absolutely divorced from her husband, the Defendant, BUSS SHARRER; and

IT IS FURTHER ORDERED that the custody of the minor children, namely, ROBIN ANN SHARRER (born January 23, 1975) and CANDY MAY SHARRER (born May 31, 1977) be and the same is hereby declared to be joint with their primary residence being with the Defendant and reserving unto the Plaintiff reasonable rights of visitation, all of which is subject to the further order of this Court; and

IT IS FURTHER ORDERED that the Plaintiff pay unto the Defendant as child support the sum of Fifty-Four Dollars (\$54.00) per child per month beginning August 1, 1991, and it is further ordered that the Defendant pay unto the Plaintiff as alimony the sum of One Hundred Dollars (\$100.00) per month beginning August 1, 1991, and for a period of thirty-six (36) months thereafter unless sooner terminated by the death of either party or the remarriage of the Plaintiff, all of which is subject to the further order of this Court and subject to the following provisions of law:

*Filed August 28, 1991*

(1) If the Obligor accumulates support payments arrears amounting to more than 30 days of support, the Obligor shall be subject to earnings withholding;

(2) The Obligor is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Obligor to a penalty not to exceed \$250.00 and may result in the Obligor not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED that the Separation Agreement between the parties dated July 23, 1991, and filed in this case be and the same is hereby incorporated herein but not merged herewith; and

IT IS FURTHER ORDERED:

1. That this is a Qualified Domestic Relations Order as defined in the Civil Service Retirement Act in Section 414 (p) of the Internal Revenue Code of 1986, as amended, and in accordance therewith, the civil pension known as the United States Civil Service Retirement System.

2. BUSS SHARRER, Social Security number 173-42-1426, hereinafter referred to as "Defendant" or "Participant" is a participant in the Civil Service Retirement System. His current and last known mailing address is 166 Center Street, Hanover, PA 17331.

3. JANIS A. SHARRER, Social Security number 011-38-6883, is hereinafter referred to as "Plaintiff" or "Alternate Payee". Her current and last known mailing address is 3405 Blueberry Lane, Reisterstown, MD 21136.

4. The parties were married on September 5, 1970, and were divorced as of the date of this Judgment of Absolute Divorce.

5. The Administrator of the Civil Service Retirement System is the Office of Personnel Management, Court Order Section/ORP, P. O. Box 17, Washington, D.C. 20044.

6. To accommodate the marital property distribution agreed to by the parties, it is ORDERED, AS FOLLOWS:

A. Said Office of Personnel Management is hereby directed to make payments pursuant to this qualifying Court Order directly to both the said Participant, BUSS SHARRER, and said Alternate Payee, JANIS A. SHARRER. JANIS A. SHARRER is a qualifying former spouse of BUSS SHARRER and is entitled to direct payments of a portion of BUSS SHARRER'S pension in an amount equal to fifty percent (50%) of the "marital portion" of any payments made from the Plan to the Participant, or on his behalf, including survivor benefits, if, as, and when such payments are made. The "marital portion" of said Plan benefit shall be that fraction of the benefit whose numerator shall be the number of months of the parties' marriage during which the benefits were accumulated, which number is 250 and whose denominator shall be the total number of months during which benefits were accumulated prior to the time when the payment of such benefit shall commence;

B. The Participant shall elect a benefit form that provides the Alternate Payee with survivor benefits. The Participant shall designate the Alternate Payee as the beneficiary of one hundred percent (100%) of his survivor benefit, said assignment of survivor benefit being authorized pursuant to the Civil Service Retirement

Equity Act of 1984 (Public Law 98-615). The Alternate Payee, JANIS A. SHARRER, shall be treated as the Participant's former spouse for all purposes under the Plan. As the surviving former spouse the Alternate Payee shall be entitled to any pre-retirement survivor annuity. The Alternate Payee's consent shall be required for any election of benefits by the Participant other than the qualified pre-retirement and retirement joint survivor annuity as provided under Section 417 of the Internal Revenue Code of 1986 as amended. If the said Alternate Payee shall predecease the Participant, then the Participant shall be restored one hundred percent (100%) of his annuity benefit. For the purposes of Section 72 and 402 (a) (1), and 402 (a) (9) of the Internal Revenue Code, the said Alternate Payee, JANIS A. SHARRER, shall be treated as the distributee of any distribution or payment made to said Alternate Payee under this Qualified Court Order. Said retirement benefits payable to said distributee shall not be taxable or a deduction on the Participant's income tax return;

C. Any payment calculated by the Office of Personnel Management, the Plan Administrator, to be due to JANIS A. SHARRER, the Alternate Payee, shall be paid directly to JANIS A. SHARRER, and both parties shall cooperate in providing any information forms, waivers, or other documents as required to the United States Office of Personnel Management or its successor to accomplish the intent of this Order.

7. This Order:

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A. Does not require any plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, and

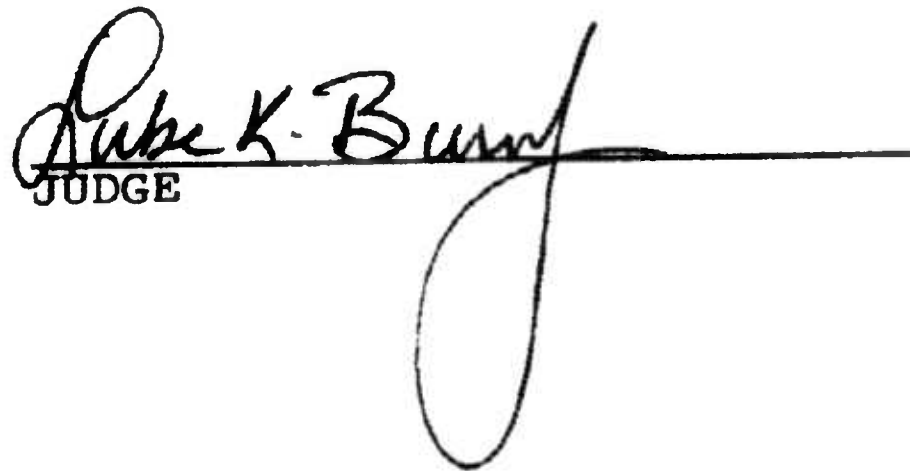
B. Does not require the Civil Service Retirement System to provide increased benefits, and

C. Does not require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another Order previously determined to be a Qualified Domestic Relations Order.

8. This Court reserves jurisdiction to issue further Orders as needed so that modification to this Qualified Domestic Relations Order may be made to comply with the requirement of the Plan Administrator or with any federal regulations in order to effectuate the intent of the parties.

9. This Qualified Domestic Relations Order shall survive any Judgment of Absolute Divorce or other Order of this Court unless otherwise specifically provided for in said Order; and

IT IS FURTHER ORDERED that the Plaintiff pay the costs of this proceeding.

  
JUDGE

VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT

This VOLUNTARY SEPARATION AND PROPERTY SETTLEMENT AGREEMENT is made this 23<sup>RD</sup> day of July, 1991, by and between JANIS SHARRER, hereinafter referred to as Wife, and BUSS SHARRER, hereinafter referred to as Husband.

EXPLANATORY STATEMENT

The Husband and Wife were duly married on September 5, 1970 in Troy, New Hampshire in a civil ceremony. Two children were born to the parties as a result of their marriage; namely, ROBIN ANN SHARRER, born January 23, 1975, and CANDY MAY SHARRER, born May 31, 1977. For causes arising prior hereto, the parties are not now living as Husband and Wife. Without waiving any grounds for divorce which either of them may now or hereafter have against the other, the parties deem it in their best interest to enter into this Agreement to settle and determine their respective property rights, the question of alimony, custody, child support, and any other rights arising out of their marital relationship.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, agreements set forth in this Agreement, and the various acts and deeds to be performed by both the Husband and the Wife, the parties do hereby covenant and agree with each other and for their respective heirs, personal representatives, and assigns, as follows:

(1) SEPARATION. The Husband and Wife, having previously separated and lived separate and apart in separate places of abode

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without any cohabitation and having done so since the 30th day of May, 1990, do hereby mutually and voluntarily agree that each party is to be free from interference, authority, or control, direct or indirect, each from the other, as if each were single and unmarried, except in regard to the duties and obligations set forth in this Agreement.

(2) MUTUAL RELEASE. Except for the right, which each of the parties respectively reserves, to assert as a ground for divorce any cause or ground which either of them may now or hereafter have against the other, and except for the rights provided in this Agreement, the parties for themselves and their respective heirs, personal representatives, and assigns, do hereby mutually release, waive, surrender, and assign unto the other, his or her heirs, personal representatives, and assigns, all claims, demands, accounts and causes of action which either of them may have against the other. The parties do hereby further mutually release, waive, surrender, and assign to the other, his or her heirs, personal representatives, and assigns all the right, title and interest, and claim which said parties might now have or which they may hereafter have as the husband, wife, widower, widow, or next of kin, successor, or otherwise in and to any property, real or personal, that either of said parties may own or may hereafter acquire of in respect of which either of said parties has or may hereafter have any right of dower, community or marital property, statutory thirds, halves or legal shares, and widow's or widower's rights or to participate in any way in the enjoyment or distribution of any

of the real or personal estate of which the other may be possessed at the time of his or her death or any right to receive any legal right or interest whatsoever, including the right to administer upon the estate of the one dying.

(3) CUSTODY OF CHILDREN. The Husband and Wife agree that the they shall have joint custody and control of the parties' two minor children; namely, ROBIN ANN SHARRER, and CANDY MAY SHARRER, primary residence with Husband and reasonable visitation to the Wife. Said visitation to occur with adequate notice. Each of the parties agrees to keep the other informed at all times of the whereabouts of said children while the children are with the Wife or Husband, and they mutually agree that if either of them has any knowledge of any illness or accident, incident or other circumstances seriously affecting the health and welfare of the children, the Husband or Wife, as the case may be, will promptly notify the other of such circumstances. The parties shall exert every reasonable effort to maintain free access and unhampered contact and communication between the children and each of the parties and foster a feeling of affection between the children and the other party. Neither party will do anything which may estrange the children as to their mother or father or which may hamper free and natural development of the children's love and respect for the other party.

The parties, from time to time, shall consult regarding the emotional, moral, education, physical and general welfare of their child. It is the intent of the parties that there shall be as

close a relationship as possible between each parent and the child, and both parents shall participate as much as possible in making all major decisions with the respect to education, medical treatment, illness, operations (except in emergencies), health, welfare and other matters of similar importance affecting the children. Each party shall provide the other with all medical, educational, and other records, notices or information which may relate to any aspect of the welfare of the children and execute any authorization so that all information concerning the minor children shall be equally available to both parties.

(4) CHILD SUPPORT. Wife will pay to Husband child support for the two children in the amount of One Hundred and Eight dollars (\$108.00) per month (\$54.00 per child per month) commencing August 1, 1991. Wife shall pay child support for the children until the first of the following to occur as to each child: (a) emancipation; (b) marriage; (c) death of the said child; or the last to occur of, (d) arrival at age eighteen or (e) graduation from high school. Husband shall maintain health insurance for the children for so long as they are eligible. The parties agree to pay any uncovered orthodonture or medical expenses in proportion to their annual income. Husband will carry Wife on his health insurance until the date of a final divorce.

(5) HIGHER EDUCATION FOR OTHER CHILDREN. In the event one or both children should elect and be accepted to attend some form of higher education the parties shall each pay his/her pro rata share of the following items of expense for the attendance of any



such child at an institution of higher education (a) registration fees and tuition; (b) necessary books, materials, tools, or instruments; (c) room and board; and (d) laboratory fees or any other assessed fees of the institution. College costs shall be within the combined financial means of both parents.

(6) ALIMONY. Husband covenants and agrees to pay to the Wife as alimony the sum of One Hundred Dollars (\$100.00) per month for her support and maintenance until the first of the following events to occur: arrival at thirty-six (36) months from the date of this Agreement; the remarriage of the Wife or the death of either party. In no event shall Husband have any obligation to pay alimony to Wife after her death. The said alimony payments shall account from the date of this Agreement, and the monthly payment shall be due or before the first day of each month. The first alimony payment shall be made on or before the 1st day of August, 1991. It is the intent of the Wife not to seek any modification of alimony except in the event of catastrophic illness such as to preclude her from gainful employment or rehabilitation.

(7) LIFE INSURANCE. Husband agrees to maintain his current amount of life insurance through the U.S. Postal Service or the equivalent life insurance to be held in trust by a trustee or trustees to be named by husband for the sole irrevocable benefit of the minor children to the end that in the event of his death the health education and welfare of the minor children shall be protected. Said obligation shall continue until the youngest child reaches twenty-two (22) years of age.

(8) CREDIT ACCOUNTS. The parties have previously divided the outstanding debts accrued jointly by them and each is paying the bills for which he or she is responsible. Both the Husband and the Wife covenant that neither party shall pledge the credit of the other for the purchase of any personal or real property as of the date of this Agreement.

(9) PERSONAL PROPERTY. The parties agree that the Wife shall have all of the furnishings in the home and Husband waives all of his right, title and interest in said property, exclusive of the trains.

Each party shall keep the vehicle in his or her possession. Neither vehicle is subject to any loan. The Wife shall be sole and exclusive owner of the IRA in her name and Husband waives all right, title and interest in said IRA. The four burial lots owned by the parties shall be sold and the proceeds divided equally.

(10) REAL ESTATE. The parties own as tenants by the entireties in fee simple the property known as 3405 Blueberry Lane, Reisterstown, Maryland, 21136. The property is subject to two mortgages. The first mortgage is in the amount of approximately \$40,000 with Yorkridge Calvert Savings and Loan with a monthly mortgage payment of \$466.00. There is also a home equity line of credit in the amount of approximately \$30,000.00. Monthly interest payments on that home equity loan is approximately \$300.00 per month. Wife wishes to purchase Husband's interest in said property. To that end, the parties will appraise the home immediately (each to pay own appraiser's fee) and negotiate a fair

value for Husband's interest. Said buy-out shall occur within 60 days of the date of this Agreement. In the event agreement as to the buy-out is not reached, the parties shall then place the house on the market at an agreed-upon price with a realtor mutually agreeable to both or their attorneys. Wife may remain in the home until settlement and shall be solely responsible for all mortgage payments, utilities, telephone, homeowners insurance and minor maintenance. After the sixty (60) day period, if Wife does not exercise her option for whatsoever reason, Husband shall be responsible for one-third of the two mortgage payments, until such time as the home is sold. Upon sale of the home after deductions for the cost of sale and mortgage payoffs, the net proceeds shall be divided equally between the parties and Husband shall pay to Wife from his portion of the net proceeds a sum equal to the amount of mortgage payments accrued by Husband under the terms of this paragraph. If the house is placed on the market for sale and any repairs or fix-up is required, the parties will share said expenses equally. The parties also agree to the Court retaining jurisdiction over this matter beyond the ninety (90) days from the date of divorce, pursuant to Section 8-203, Family Law.

(11) MARITAL PROPERTY ACT RELEASE. Except as otherwise provided in this Agreement, each of the parties, having fully knowledge of Family Law Article, Sections 8-201 through 8-211, Annotated Code of Maryland, as amended, for himself, or herself and his or her respective heirs, personal representatives, and assigns does hereby release all claims, demands, and interest arising under

the aforesaid law or any amendments thereto from time to time, including but not limited to any claim to marital property and/or any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property.

(12) RETIREMENT/PENSION. The parties agree that Wife shall receive one-half of the marital portion of Husband's retirement benefits with the U.S. Postal Service, including survivor benefits. The marital portion consists of the years of marriage divided by the years of credited service by Husband. Wife shall receive her portion of the retirement benefits as set forth above as, if, and when Husband receives said benefits. The parties further agree that a Qualified Court Order will be obtained at the time of absolute divorce to give effect to the provisions of this paragraph as required by the Civil Service Retirement System.

(13) RIGHTS AS SURVIVING SPOUSE. Except as otherwise provided herein, each party waives his or her inheritance rights to the other's estate. Each party also waives his or her right to act as the other's personal representative. It is the intention of both parties that they may deal with their separate estates as if they were unmarried. Upon the death of either, the decedent's property shall pass by will or under the laws of descent as if the parties were unmarried at such time. Each party reserves the right to name the other in any will executed subsequent to the date of this Agreement.

(14) ATTORNEYS FEES AND COURT COSTS. The parties covenant and agree that each shall pay his or her own attorneys fees. At the



time of the divorce filing, the party initiating such proceedings shall pay the costs of same. If either party breaches his or her obligations under this Agreement or any subsequent agreement between the parties, then the party in breach shall be responsible for the attorneys fees and costs incurred by the non-breaching party to enforce the Agreement.

(15) INCORPORATION INTO DIVORCE DECREE. The parties agree and understand that if either party seeks a divorce each party reserves the right to have this Agreement incorporated by the Court into the Divorce Decree and that neither party waives any right or ground for divorce.

(16) CANCELLATION, MODIFICATION OR WAIVER. Any cancellation, modification or waiver of this Agreement or any of its provisions shall be made only upon the express agreement of the parties in writing and signed, sealed and acknowledged by both of them. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a cancellation, modification or waiver of the same.

(17) SEVERABILITY. If any provision of this Agreement is invalid under the laws of Maryland, such invalidity shall not invalidate the entire Agreement, but in such event, this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

(18) DUPLICATE ORIGINALS. This Agreement shall be executed in duplicate and the duplicate copy shall have the same force and



effect as if it were the original copy.

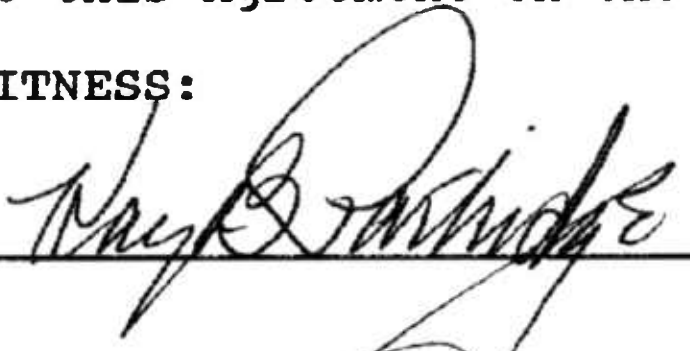
(19) FURTHER ASSURANCES. The parties for themselves and their respective heirs, personal representatives and assigns do mutually agree to join in or execute any instrument and do any other act or thing that may be necessary or property to carry into effect any part of this Agreement, or to release any dower or other right in any property which either of said parties may now own or hereafter acquire including the execution and delivery of such deeds and assurances as may be necessary to carry out the purposes of this Agreement. The parties for themselves and their respective heirs, personal representatives and assigns agree to furnish any and all documents, records or information necessary to permit either or both parties to comply with tax reporting and record keeping requirements.


(20) THIS AGREEMENT IN GENERAL. The Husband and Wife declare that they fully understand all the terms and provisions of this Agreement and that each signs this Agreement freely and voluntarily without duress and undue influence. Each of the parties has been represented by the counsel of his/her choice. This Agreement contains the final and entire understanding of the parties. There are no representations, terms, oral or written, other than those expressly set forth in this Agreement. It is the intention and agreement of the parties that no changes to any provision, excluding Paragraph Six of this Agreement shall be effected in any manner whatsoever, except by subsequent written agreement by the parties, executed in the same formality and in the same manner as


the execution of this Agreement. This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Maryland. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. If either party to this Agreement breaches this Agreement then the other party shall have the right, at his or her election, to sue for damages for such breach, rescind this Agreement and maintain an action for separation, or seek such other remedies or relief as may be available.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement on the day and year indicated.

WITNESS:

  
Mary B. Whitledge

 (SEAL)  
JANIS SHARRER

 (SEAL)  
BUSS SHARRER

STATE OF MARYLAND, COUNTY OF Carroll, to-wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of July, 1991, before me, the subscriber, a Notary Public in and for the State and County ~~aforesaid~~, personally appeared JANIS SHARRER, who made oath in due form of law under the penalties of perjury that the matters and facts set forth in the foregoing Agreement are true and correct to the best of her personal knowledge, information and belief, and that she freely and voluntarily executed this Agreement for the purposes therein contained.

AS WITNESS: my hand and Notarial Seal.

Kay B. Brantidge  
Notary Public

My commission expires:

5/1/94

STATE OF MARYLAND, COUNTY OF Carroll, to-wit:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of July, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BUSS SHARRER, who made oath in due form of law under the penalties of perjury that the matters and facts set forth in the foregoing Agreement are true and correct to the best of his personal knowledge, information and belief, and that he freely and voluntarily executed this Agreement for the purposes therein contained.

AS WITNESS: my hand and Notarial Seal.

Maurice R. Patterson  
Notary Public

My commission expires:

Sept 21, 1994

WILLIAM ELLSWORTH BURKE                   \*       IN THE  
  \*       CIRCUIT COURT  
  \*       FOR  
vs.                                       \*       CARROLL COUNTY  
CLEOTOS JEAN BURKE                   \*       CASE NO. CV10662  
  \*  
\* \* \* \* \*

JUDGMENT OF ABSOLUTE DIVORCE

UPON consideration of the Report and Recommendation of Master filed in this case, together with all other proceedings of record which were read and considered by the Court, it is therefore this 28<sup>th</sup> day of August, 1991, by the Circuit Court for Carroll County

ORDERED that the Plaintiff, William Ellsworth Burke, be and is hereby granted a Judgment of Absolute Divorce from the Defendant, Cleotos Jean Burke; and it is further

ORDERED that the care, custody and control of the parties' minor child, namely William Corey Burke, born October 14, 1982, be and the same is hereby granted unto the Defendant, subject to reasonable rights of visitation on the part of the Plaintiff, William Ellsworth Burke, which shall include every other weekend from 6:00 p.m. on Friday evening until 6:00 p.m. on Sunday evening, which said weekends can be varied by the Plaintiff, William Ellsworth Burke, upon prior telephone notice unto the Defendant; and sixteen (16) consecutive days of vacation during the Summer beginning at 6:00 p.m. on a Friday to 6:00 p.m. sixteen (16) days later, the time frame of said vacation to be

*Filed August 28, 1991*

designated by the Plaintiff prior to May 1st of each year; and further alternating holidays between the parties, which are defined for purposes of this Judgment to include New Years Day, Easter, Memorial Day, Labor Day, October 14th (the child's birthday); Thanksgiving Day, and Christmas Day; and it is further

ORDERED that the Plaintiff pay unto the Defendant as child support the sum of Sixty Dollars (\$60.00) per week accounting from the date of this Order; and it is further

ORDERED that Plaintiff shall maintain at his expense health insurance coverage on said minor child, including dental and optical coverages, for as long as such insurance is available to Plaintiff as an employee or retiree of the Maryland State Police, and shall further pay one-half ( $\frac{1}{2}$ ) of all medical, dental, or optical expenses of said minor child not covered by said insurance; and it is further

ORDERED:

(1) If the Plaintiff accumulates support payment arrears amount to more than thirty (30) days of support, the Plaintiff shall be subject to earnings withholding;

(2) The Plaintiff is required to notify the Court within ten (10) days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Plaintiff to a penalty not to exceed Two Hundred Fifty Dollars (\$250.00) and may result in the Plaintiff not receiving notice of proceedings for earnings withholding; and it is further



ORDERED that the Plaintiff pay unto the Defendant alimony and support as set forth in the Voluntary Separation and Property Settlement Agreement between the parties, dated December 14, 1989, to the extent therein set forth, which alimony shall be terminated in compliance with said Agreement; and it is further

ORDERED that the pertinent parts of the Voluntary Separation and Property Settlement Agreement between the parties dated December 14, 1989, be and the same are hereby incorporated but not merged into this Judgment of Absolute Divorce; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings as taxed by the Clerk of this Court, including the Master's Fee.

  
J U D G E

VOLUNTARY SEPARATION AND  
PROPERTY SETTLEMENT AGREEMENT

BOOK 46 PAGE 65

THIS AGREEMENT is entered into this 11<sup>th</sup> day of  
DECEMBER, 1989, by and between CLEOTOS JEAN BURKE ("Wife") and  
WILLIAM ELLSWORTH BURKE ("Husband").

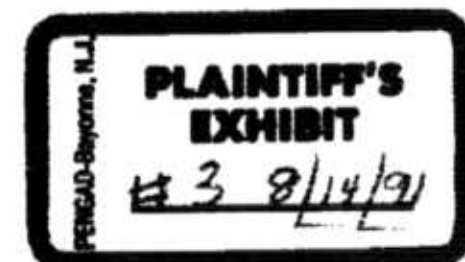
EXPLANATORY STATEMENT

The parties were married by a religious ceremony on  
November 26, 1978, in Carroll County, Maryland. One child was  
born to them as a result of their marriage, namely, WILLIAM COREY  
BURKE, born October 14, 1982 ("Child"). Differences have arisen  
between the parties and they are now, as of the date of this  
Agreement, living separate and apart from one another,  
voluntarily and by mutual consent in separate abodes, without  
cohabitation, with the purpose and intent of ending their  
marriage. It is the mutual desire of the parties in this  
Agreement to formalize their voluntary separation and to settle  
all questions of custody of their child, maintenance and support,  
alimony, counsel fees, their respective rights in the property or  
estate of the other, and in property owned by them jointly or as  
tenants by the entireties, and in marital property, and all other  
matters of every kind and character arising from their marital  
relationship.

NOW, THEREFORE, in consideration of the promises and mutual  
covenants and understandings of each of the parties, the parties  
hereby covenant and agree as follows, all as of the effective  
date hereof.

1. RELINQUISHMENT OF MARITAL RIGHTS

The parties shall continue to live separate and apart, free



from interference, authority and control by the other, as if each were sole and unmarried, and each may conduct, carry on and engage in any employment, business or trade which to him shall seem advisable for his sole and separate use and benefit, without, and free from, any control, restraint, or interference by the other party in all respects as if each were unmarried. Neither of the parties shall molest or annoy the other or seek to compel the other to cohabit or dwell with him by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other.

**2. RIGHTS INCIDENT TO MARITAL RELATIONSHIP AND  
RIGHTS AS SURVIVING SPOUSE**

Except as otherwise provided herein, each of the parties hereto for himself or herself and his or her respective heirs, personal representatives and assigns, grants, remises and releases to the other, any and all rights or interests which he now has or may hereafter acquire in the real, personal or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his property as if he were unmarried. Except as otherwise provided in this Agreement, each of the parties releases all claims and demands of any kind or nature against the other party, including all interests incident to the marital relationship now or at any time hereafter existing or occurring in the property or estate of the other party, or in marital property, either statutory or arising at common law, specifically including all claims, demands and interests arising

under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, and specifically including any right to act as the other's personal representative. It is the intention of each and both parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and that upon the death of either, the property, both real and personal, then owned by him shall pass by his Will or under the laws of descent as the case might be, free from any right of inheritance, title or claim in the other party as if the parties at such time were unmarried.

### 3. CHILD CUSTODY AND VISITATION

Wife shall have the care and custody of the Child, with the right and privilege of Husband to visit and have the Child with him at all reasonable times and places.

### 4. CHILD SUPPORT

A. Accounting from the date hereof, Husband shall pay to Wife, for the support and maintenance of the Child, the sum of Sixty Dollars (\$60.00) per week, until the first to occur of any of the following events with respect to the Child; (1) death of the Child or Husband; (2) marriage of the Child; (3) the Child's becoming self-supporting, or (4) the Child's arrival at the age of 18 years.

B. In addition, Husband at his sole expense shall maintain health insurance on the Child, including dental and optical coverages, for as long as cash child support remains payable hereunder and such insurance is available to Husband as an employee or retiree of the Maryland State Police.

C. Further, Husband at his sole expense shall maintain the



child's current State Farm life insurance policy in force until the child attains the age of eighteen (18) years. Husband shall not impair the cash surrender value of this policy.

**5. ALIMONY AND SUPPORT FOR WIFE**

A. Husband shall pay to Wife, as alimony, the sum of Ten Thousand Dollars (\$10,000), payable without interest in four (4) consecutive installments as follows: a first installment in the amount of Three Thousand Dollars (\$3,000.00) to be paid not later than one (1) year from the date hereof; a second installment of Three Thousand Dollars (\$3,000.00) to be paid not later than four (4) months after the date on which the first installment becomes payable; a third installment of Three Thousand Dollars (\$3,000.00) to be paid not later than four (4) months after the second installment becomes payable; and a fourth and final installment of One Thousand Dollars (\$1,000.00) to be paid not later than four (4) months after the third installment becomes payable; provided, however, that in the event of the death of Wife prior to the payment by Husband of all four (4) installments of alimony, Husband's liability under this paragraph 5 shall terminate as to any and all installments of alimony which become payable after her death.

B. In addition, Husband at his sole expense shall maintain health insurance on Wife, including dental coverage, said obligation to terminate upon the first to occur of Wife's death or the absolute divorce of the parties.

D. The provisions in this paragraph 5 shall not be subject to modification by any court. The parties expressly waive the



right ever hereafter to have any court change or make a different provision for the support and maintenance of Wife, and they further expressly covenant and agree that under no circumstances whatsoever shall either of them hereafter apply to any court for an increase or decrease in the amount of or a modification of the terms of such support and maintenance as herein provided. In consideration of this Agreement, and except as otherwise provided in this paragraph 5, Wife releases and discharges Husband, absolutely and forever, for the rest of her life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

**6. HUSBAND'S WAIVER OF ALIMONY AND SUPPORT**

In consideration of this Agreement, Husband releases and discharges Wife, absolutely and forever, for the rest of his life, from any and all claims and demands, past, present and future, for alimony and support, both pendente lite and permanent.

**7. PROPERTY SETTLEMENT PAYMENT TO WIFE**

Husband shall pay Wife, in settlement of her claims with respect to the parties' marital property, the sum of Eleven Thousand Nine Hundred Twenty-Five Dollars (\$11,925.00), payable without interest in consecutive installments as follows: a first installment of Two Thousand Dollars (\$2,000.00) to be paid not later than twenty-four (24) months after the date hereof; a second installment of Three Thousand Dollars (\$3,000.00) to be paid not later than four (4) months after the first installment becomes payable; a third installment of Three Thousand Dollars (\$3,000.00) to be paid not later than four (4) months after the

second installment becomes payable; a fourth installment of Three Thousand Dollars (\$3,000.00) to be paid not later than four (4) months after the third installment becomes payable; and a fifth and final installment of Nine Hundred Twenty-Five Dollars (\$925.00) to be paid not later than four (4) months after the fourth installment becomes payable. Husband shall have the right to accelerate the payment of part or all of any installment or installments at any time. No payment made by Husband to Wife pursuant to this paragraph 7 shall be considered alimony for any purpose whatsoever.

**8. PERSONAL PROPERTY**

A. Wife shall be entitled to retain as her sole and separate property, free and clear of any interest of Husband, the items of tangible personal property listed on Schedule A attached hereto. For the period ending one (1) year from the date hereof, Husband shall provide storage for Wife's 1963 Pontiac convertible in the garage of the house at 2800 Lawndale Road, Finksburg, Maryland.

B. Husband shall be entitled to retain as his sole and separate property, free and clear of any interest of Wife, all items of tangible personal property except those listed on Schedule A attached hereto. Notwithstanding any other provision of this Agreement, Husband shall have the right to continue to store his tangible personal property in and about the residence at 2800 Lawndale Road, Finksburg, Maryland.

C. Each party shall be entitled to retain as his sole and separate property, free and clear of any interest of the other

party, the accounts and certificates designated as his on Schedule B attached hereto.

D. Except as otherwise provided in this Agreement, each party shall retain, as his or her sole and separate property, any automobiles, stocks, bonds, or other securities, savings or checking accounts, certificates of deposit, money market funds, pension, profit-sharing plans, individual retirement accounts, deferred compensation of any kind, and any other assets of any kind or nature in his or her own name, free and clear of any interest of the other.

E. Each party, promptly upon request by the other shall sign any documents or papers which may be reasonably necessary to establish or confirm ownership of any or all personal property in accordance with the provisions of this paragraph 8.

#### 9. PENSION WAIVER

Each of the parties hereby expressly waives any legal right either may have under any Federal or State law or under any plan, as a spouse to participate as a payee or beneficiary under any interests the other may have in any pension plan, profit-sharing plan, or any other form of retirement or deferred income plan including, but not limited to, the right either spouse may have to receive any benefit, in the form of a lump-sum death benefit, joint or survivor annuity, or pre-retirement survivor annuity pursuant to any State or Federal law, and each of the parties hereby expressly consents to any election made by the other, now or at any time hereafter, with respect to the recipient and the form of payment of any benefit upon retirement or death under any such pension plan, profit-sharing plan, or other form of

retirement or deferred income plan. Each party shall, within ten (10) days of the request by the other party, execute such documents as may be necessary in order to effectuate the purposes of this provision, including but not limited to a waiver of rights to any annuity or benefits and a consent to any election or beneficiary designation.

#### 10. HOUSING

In accordance with the terms of this paragraph 10 Husband shall provide housing for Wife and the Child for a period of four (4) years accounting from the date of this Agreement. Pending the purchase by Husband of a replacement mobile home and its installation at 2806 Lawndale Road, Finksburg, Maryland, Husband guarantees that Wife and Child may continue to reside free of rent in their current residence at 2800 Lawndale Road. During the period of Wife's and Child's residence at 2800 Lawndale Road, Husband shall pay the electric bills and provide fuel oil or wood for the heating of said dwelling, provided Wife shall pay all other utility bills, and Husband shall have the right to enter the dwelling at reasonable times and upon reasonable notice for the purpose of access to his tools, equipment and other tangible personal property. Upon installation of said mobile home, together with appropriate curtains and rods for its windows, all of which shall be accomplished not later than sixty (60) days from the date hereof, Wife and Child shall move to said mobile home, and Husband guarantees that they may continue to reside there free of rent for the balance of the four (4)-year term provided herein, Wife to be responsible for all utilities and



maintenance for the period of her occupancy. Wife's right to continue to reside at 2806 Lawndale Road shall terminate, however, upon her abandonment of the premises as her principal residence. Upon conclusion of the four (4)-year term, Wife and Husband may but shall not be required to negotiate a lease agreement extending the period of Wife's and Child's occupancy of the mobile home upon such rental and other terms as may be agreeable to them. The parties' obligations under this paragraph 10 shall terminate upon the death of either of them.

#### 11. DEBTS

Except as otherwise provided herein, each party shall assume all responsibility for debts contracted by himself or herself up to the date of this Agreement, and each shall hold and save the other harmless from any and all liability therefor. From and after the date of this Agreement, Husband and Wife covenant and agree that they will not pledge or attempt to pledge the credit of the other, nor will they contract or attempt to contract any debts or obligations in the name, or on behalf of each other, and as to any debts or obligations incurred or contracted by them from and after the date of this Agreement, each will be responsible for his or her own debt or liability, and shall hold and save the other harmless, and indemnify the other, from any such debts or obligations.

#### 12. INCOME TAX RETURNS

The parties shall file joint Federal and State income tax returns for the calendar year 1989, if both agree to do so. In such event, the parties agree to pay the cost of preparing the tax returns and to pay all of the taxes due thereon pro rata, in



the same proportion that their respective separate incomes bear to the total gross income for Federal income tax purposes in such year, making whatever adjustments between themselves as are necessary to reflect withholding, any balances due, and/or any refunds; and each party will save and hold the other party harmless of and from all claims for taxes, interest, additions to taxes, penalties and expenses in connection with his own income and deductions.

13. MUTUAL RELEASE AND HOLD HARMLESS

Subject to and except for the provisions of this Agreement, each party is released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands, whatsoever in law or equity, which either of the parties ever had or now has against the other, except any or all cause or causes of action for divorce. Except as provided in this Agreement, neither party shall incur any liability on behalf of the other or make any charge against any account on which the other is liable, and each party covenants and agrees to indemnify the other and save him or her harmless from any liability for any obligation incurred by him or her.

14. RESERVATION OF GROUNDS FOR DIVORCE

Neither party waives or condones any claim for divorce which either may have against the other, now or at any time in the future, and each party expressly reserves the right to assert any such claim.

## 15. REPRESENTATION BY COUNSEL

For the negotiation and finalization of this Agreement Husband has employed attorneys C. Rogers Hall, Jr. and David E. Kartalia and Wife has consulted attorney Bruce S. Lamdin. Prior to any negotiations, the parties agreed, and do hereby confirm, that each of the foregoing attorneys has their joint consent to undertake said representation, notwithstanding any legal representation or services that he previously may have provided to either or both of the parties.

## 16. COUNSEL FEES; COURT COSTS

Each of the parties shall pay his or her own counsel fees incurred in connection with their separation and divorce. Each party hereby waives the right to assert any claim against the other party for counsel fees for legal services rendered to him or her at any time in the past, present or future, except that if either party breaches any provision of this Agreement, or is in default thereof, said party shall be responsible for any legal fees incurred by the other party in seeking to enforce this Agreement. If a divorce proceeding is brought by either party against the other, the court costs thereof, including any Master's fee, shall be borne by the party making the application upon which the divorce is granted.

## 17. MISCELLANEOUS

A. Each of the parties agrees to execute such other and further instruments and to perform such acts as may be reasonably required to effectuate the purposes of this Agreement.

B. Except as otherwise provided herein, each of the parties hereto for himself or herself, and his or her respective heirs,

personal representatives, and assigns, releases all claims, demands, and interests arising under the Marital Property Act, Md. Family Law Code Ann. §§8-201 through 8-213, as from time to time amended, including but not limited to any claim to use and possession of the family home, if any; any claim to use and possession of family use personal property, if any; any claim to marital property, if any; and any claim to a monetary award as an adjustment of the equities and rights of the parties concerning marital property, if any.

C. With the approval of any court of competent jurisdiction in which any divorce proceedings between the parties may be instituted at any time in the future, this Agreement shall be incorporated in said decree of divorce, but not merged therein. It is further agreed that regardless of whether this Agreement or any part thereof is incorporated in any such decree, the same shall not be merged in said decree but said Agreement and all of the terms thereof shall continue to be binding upon the parties and their respective heirs, personal representatives and assigns.

D. The parties mutually agree that in entering into this Agreement, each party signs this Agreement fully and voluntarily for the purpose and with the intent of fully settling and determining all of their respective rights and obligations growing out of or incident to their marriage. Husband and Wife acknowledge that this Agreement is a fair and reasonable agreement, and that it is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either party.

E. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

F. This Agreement contains the entire understanding between the parties. No modification or waiver of any of the terms of this Agreement shall be valid unless made in writing, and signed by the parties.

G. No provision of this Agreement shall be interpreted for or against any party hereto by reason that said party or his or her legal representative drafted all or any part hereof.

H. Should any provision of this Agreement be found, held, or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Agreement shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors, and assigns.

I. As to these covenants and promises, the parties hereto severally bind themselves, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their hands and seals the day and year first above written.

WITNESS:

Judith O. Wark

Cleotus Jean Burke (SEAL)  
CLEOTOS JEAN BURKE

David E. Kurtaker

William Ellsworth Burke (SEAL)  
WILLIAM ELLSWORTH BURKE



STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY that on this 13<sup>th</sup> day of December, 1989, the above-named CLEOTOS JEAN BURKE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

J. L. O. W. S. J.  
NOTARY PUBLIC

My commission expires: 7/1/90

STATE OF MARYLAND: COUNTY OF CARROLL: TO WIT:

I HEREBY CERTIFY that on this 14<sup>th</sup> day of December, 1989, the above-named WILLIAM ELLSWORTH BURKE, personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Agreement with respect to the voluntary separation of the parties are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

AS WITNESS my hand and Notarial Seal.

Janice D. Donohue  
NOTARY PUBLIC

My commission expires: 7/1/90





Tangible Personal Property to be Retained  
by Cleotos Jean Burke

1987 Pontiac Grand Prix, Ser. No. 2G2GP11H0H2216532  
1963 Pontiac Catalina convertible, Ser. No. 363W51015  
Walnut diningroom table and leaves  
Walnut book case  
Sewing Machine and chair  
Her original bedroom suite  
Corey's bedroom suite  
Small bw TV  
Electric organ  
Walnut towel rack  
Portable telephone  
Her desk and chair  
Calculator  
Sony color TV and cabinet  
Cloth recliner  
Two cloth swivel livingroom chairs  
RCA stereo  
Sofa  
Two end tables and lamps  
China cupboard  
Refrigerator  
Chest freezer  
Washer and dryer  
Tall wooden flower stand  
Picnic table and chairs  
Microwave oven  
24' above ground swimming pool  
Royce Union bicycle  
Two kerosene lanterns converted for electric operation, one  
hanging and the other a table model  
One-half linens, dishes, pots and small appliances, provided that  
in the event of a failure to agree on the division, the same  
will be sold at Snyder's Auction, Hampstead, and the proceeds  
of sale divided equally  
All her clothing and personal effects.  
END

SCHEDULE B

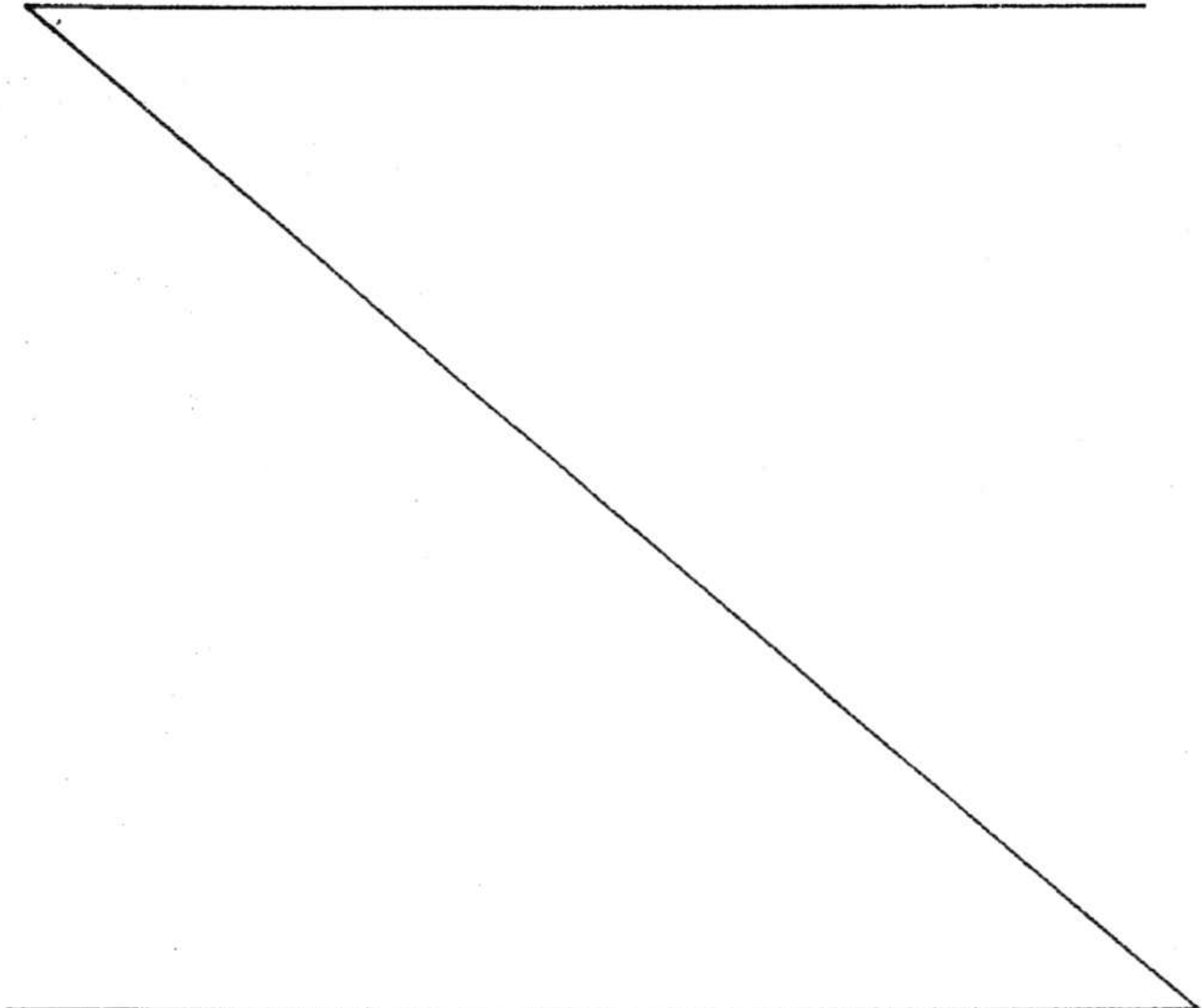
Accounts to be retained by William Ellsworth Burke  
as his sole and separate property:

Westminster Bank and Trust Company  
savings account no. 350400170-0

Westminster Bank and Trust Company  
checking account no. 20132619

State Employees Credit Union account  
END

Accounts to be retained by Cleotos Jean Burke  
as her sole and separate property:



DEBORAH ANN BROWN : IN THE  
 Plaintiff : CIRCUIT COURT  
 vs. : FOR  
 JAMES CHRISTOPHER BROWN : CARROLL COUNTY  
 Defendant : CASE NO. CV 10556

JUDGEMENT OF DIVORCE

This case standing ready for hearing and having been presented by the Plaintiff, the proceedings were read and considered by the Court.

WHEREUPON IT IS ORDERED this ~~28~~<sup>12</sup> day of August, 1991, that the Plaintiff, DEBORAH ANN BROWN, be and she is hereby ABSOLUTELY DIVORCED from her husband, the Defendant, JAMES CHRISTOPHER BROWN, and;

IT IS FURTHER ORDERED, that the custody of the minor child of the parties, CHRISTOPHER ANDREW BROWN (born December 1, 1988) be and the same is hereby granted to the Plaintiff with the right on the part of the Defendant to visit said child at reasonable times and under proper circumstances all of which is subject to the continuing jurisdiction of this Court; and

IT IS FURTHER ORDERED, that the Defendant pay unto the Plaintiff as child support the sum of \$50.00 per week, said payments being subject to the further Order of this Court and subject to the following provisions of law:

(1) If the Defendant accumulates support payments arrears amounting to more than 30 days of support, the Defendant shall be subject to earnings withholding;

*Filed August 28, 1991*

(2) The Defendant is required to notify the Court within 10 days of any change of address or employment so long as this Support Order is in effect;

(3) Failure to comply with Paragraph 2 above will subject the Defendant to a penalty not to exceed \$250.00 and may result in the Defendant not receiving notice of proceedings for earnings withholding; and

IT IS FURTHER ORDERED, that the Plaintiff pay the costs of this proceeding.

*Luke K. Burn*  
JUDGE

- 2 -

CHARLES RONALD DUVALL	*	IN THE
	*	
Plaintiff	*	
	*	CIRCUIT COURT
vs.	*	
	*	FOR
DEBRA SUE DUVALL	*	
	*	CARROLL COUNTY
Defendant	*	
	*	Case No. CV 7661
*****	*	*****
	*	
MARY ESTA MOSLEY	*	
	*	
Third Party Plaintiff	*	
	*	
vs.	*	
	*	
CHARLES RONALD DUVALL	*	
and	*	
DEBRA SUE DUVALL	*	
	*	
Third Party Defendants*	*	
*****	*	*****

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and submitted by the Plaintiff, the proceedings were read and considered by the Court:

WHEREUPON IT IS ORDERED this 12<sup>th</sup> day of August, 1991, that the above named Plaintiff, CHARLES RONALD DUVALL, be and he is hereby granted an Absolute Divorce from the Defendant, DEBRA SUE DUVALL; and

It is further ADJUDGED and ORDERED that the Property Settlement Agreement presented in these proceedings as Exhibit #1 be and the same is made a part of these proceedings; and

It is further ADJUDGED and ORDERED that the previous Orders of this Court in regard to the issues of child support and custody will remain in full force and effect, subject to the further Order of this Court; and



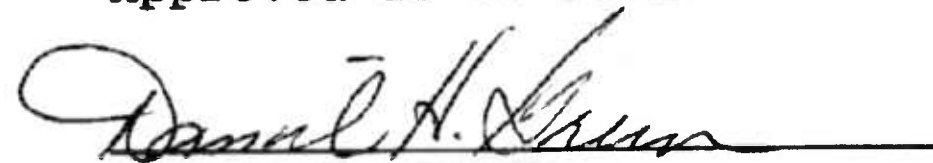
It is further ADJUDGED and ORDERED that the costs of these proceedings are waived due to the Plaintiff's indigency.


  
JUDGE

Recommended and Approved by:

  
Peter M. Tabatsko, Master

Approved as to form:

  
DANIEL H. GREEN  
Attorney for Plaintiff  
1315 Liberty Road  
Eldersburg, Maryland 21784  
795-8595

  
RALPH T. UEBERSAX  
Attorney for Defendant  
12 North Court Street  
Westminster, Maryland 21157  
848-2350 or 876-6990

IN THE NAME OF ALLAH MOST GRACIOUS MOST MERCIFUL

THE KINGDOM OF SAUDI ARABIA  
MINISTRY OF JUSTICE  
COURTHOUSE OF DEREYAH

No. ....31  
Date .... 12/ 30/ 1415  
Vol. # 6

CERTIFICATE OF DIVORCE

All praises be to Allah, and peace and blessing of Allah be upon our messenger  
Mohammad  
And thereafter :

Before me I, Abdul-Rahman son of Abdul-Aziz son of salamah, the judge of Dereyah Courthouse at the city of Reyadh. Included was Mr. Ashraf Fathy Mohammad Abdul-Haleim, of Egyptian Nationality who posses identification No. 2104631490 Dated 6/18/1410 Muslim Calendar. He decided in the presence of two witnesses whose names and I.D.s are as follows : Fahaad son of Begad El Otaibi of Saudi Nationality # 11218748/7/1400/ H. Reg. El Dawadeli . And Zamil son of Begad El Hashishi of Saudi Nationality # 13896 7/ 7 / 1396 Reg. El Dawadeli. who know him, before me and the two witnesses he said : verily I have divorced my wife Shahira daughter of Helmy Morsi first, revocable divorce in accordance with the *Sunnah* effective 22nd day of 12th month of the Islamic Calendar.

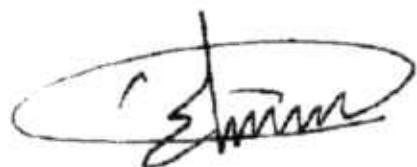
Due to the above testimony, it has been proven to me the occurrence of the first divorce between Ashraf Fathy Mohammad Abdel-Haleim and his wife Shahira Helmy Morsi as their names were mentioned above, effective 12/ 22/ 1415 H. And I have informed them that it is incumbent on the wife to observe the waiting period ( Ed'dah ) based on her particular condition thereof. And let Allah's peace and blessing be on Mohammed .

This document was recorded on 12/ 30/ 1415 H.

Signature and seal of Judge of Dereyah Courthouse  
Abdul-Rahman son of Abdel-Aziz son of Salamah

Seal of the Court

Reviwed and found identical to original



Mohamad A. El Sheikh, Ph.D.  
Notary Public, Baltimore County, Maryland.

My Comm. Exps. MAX, 1999

RECEIVED IN  
CIRCUIT COURT  
OCT 12 4 00 PM '99

